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March 3, 2020

**BY ECF**

The Honorable Victor Marrero  
Southern District of New York  
United States Courthouse  
500 Pearl Street  
New York, NY 10007

**Re: Cosgrove v. Blue Diamond Growers, Case No. 1:19-cv-08993 (S.D.N.Y.)**

Dear Judge Marrero:

This letter is provided in response to the plaintiff's correspondence to the Court dated February 7, 2020. Our firm represents defendant Blue Diamond Growers ("BDG") in the above-referenced matter. BDG submitted its letter dated February 3, 2020 pursuant to Southern District Local Rule 1.6 and Southern District Rule 13 for the Division of Business Among District Judges ("Rule 13") to advise the Court that BDG believes this case is related to other cases filed in this district. The first filed of these cases is *Trust et al. v. Silk Operating Company, LLC*, Case No. 7:19-cv-08442-KMK, currently pending before Judge Kenneth M. Karas.

As previously stated, and noted in BDG's February 3, 2020 letter, each of the complaints, filed by the same counsel, is virtually identical. Each complaint is filed on behalf of plaintiffs who allegedly purchased vanilla almond milk because it was improperly labeled. Each alleges the same five causes of action, with the same basis for each contained in duplicate, at Paragraphs 5 through 15. While each of the defendants' products are manufactured and marketed independently, each defendant's product is described on the front panel as "vanilla" almond milk. Moreover, each plaintiff contends that that defendant's reference in their respective ingredient statements to "natural flavors" makes each defendant's brand of vanilla almond milk misleadingly labeled under the same legal theories.

For the sake of clarity, and contrary to the plaintiff's suggestion, BDG is not seeking to have these cases consolidated for purposes of discovery, trial or any other procedural means. BDG does not intend to disrupt any current scheduling orders or established timelines as between the plaintiff and defendant in the *Trust* matter. Moreover, BDG's compliance with the Local Rules regarding the relatedness of the cases for judicial economies is not an invitation to propose or suggest any form of joint settlement among or between distinct defendants.



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Best regards,

/s/Colleen Carey Gulliver

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cc: All Counsel of Record